

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 8	
2. CONTRACT (Proc. Inst. Ident.) NO. DAAD07-00-G-0007		3. EFFECTIVE DATE 25 Sep 2000		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY AMCAC CONTRACTING DIVISION AMSSB-ACW BLDG 126W WHITE SANDS MISSILE RANGE, NM 88002-5201		CODE DAAD07	6. ADMINISTERED BY (If other than Item 5) See Item 5		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CERVANTES CONSULTING CENTER, INC LAURA GUNTER 1116 E SAN ANTONIO, SUITE 1 EL PASO TX 79901				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES 0 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Block 12	
CODE 1F8M4		FACILITY CODE					
11. SHIP TO/MARK FOR CODE				12. PAYMENT WILL BE MADE BY CODE			
SEE SCHEDULE				BASIC ORDERING AGREEMENT SEE INDIVIDUAL ORDERS N/A, AA			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(5) [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	SEE SCHEDULE						
15G. TOTAL AMOUNT OF CONTRACT \$0.00							
16. TABLE OF CONTENTS							
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	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER CHERYL A. CRETIN / SUPV, CONTRACT SPECIALIST			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA <i>Cheryl A. Cretin</i> BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED 30-Sep-2000	
BY _____ (Signature of person authorized to sign)							

SECTION B Supplies or Services and Prices

This Basic Ordering Agreement (BOA) will be used to facilitate awards to Cervantes Consulting Center, Inc. (C3I) under the general scope of the statement of work in Section C. This BOA may be used by any Government agency. Each agency is responsible for completing any fill-ins in clauses that are applicable to their award. This BOA will remain in effect for three years from the effective date unless sooner terminated by either party.

Contracts awarded under this BOA may be of two types:

1. Firm-fixed price contracts will be issued using commercial procedures. Award will be made on an SF 1449 or other agency approved form and only the following clauses will apply:

FAR 52.212-4

FAR 52.212-5 (each order will list the applicable parts of this clause)

2. Cost-reimbursement contracts will be issued using the procedures in FAR Part 15. Award will be made on an SF26 or other agency approved form and will incorporate all applicable clauses listed in Section I of this BOA.

Each order awarded under this BOA will have its own delivery schedule and price evaluation. Fair and reasonable price will be determined through price and/or cost analysis. You shall submit a written proposal based on the task to be performed and in the format prescribed by the contracting officer. Required information may include:

Labor hours and rates

Material and/or equipment costs

Travel costs

Overheads

Profit/Fee

SECTION C Descriptions and Specifications

GENERAL SCOPE OF BASIC ORDERING AGREEMENT

Cervantes Consulting Center, Inc. has special expertise in:

- Systems Engineering and Technical Analysis
- Technical Integration (Army Digitization)
- Programmatic Integration
- Weapon Systems Integration and Interoperability
- Intelligence and Electronic Warfare System Support
- Information Technology (DoD C41)

Awards made to C3I incorporating the terms and conditions of this BOA must be covered by one of the following SIC codes:

7373, 7374, 7376, 7379, 7389, 8741 or 8742

Coding information for C31:

TIN - 63-1191798
CAGE CODE - 1F8M4
DUNS - 026169412

Small Disadvantaged Business - 8(a) certified - Hispanic
Hub certified

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-25	Limitation Of Liability--Services	FEB 1997
52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	APR 1984
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-6	Inspection--Time-And-Material And Labor-Hour	JAN 1986
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-7	Annual Representations and Certifications--Negotiation	OCT 1997
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	MAR 2000
52.216-8	Fixed Fee	MAR 1997
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.229-4	Federal, State And Local Taxes (Noncompetitive Contract)	JAN 1991
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	MAR 2000
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	JUN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.232-36	Payment by Third Party	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984

52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.250-1	Indemnification Under Public Law 85-804	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.215-7000	Pricing Adjustments	DEC 1991
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7034	Patents--Subcontracts	APR 1984
252.235-7011	Final Scientific or Technical Report	SEP 1999

CLAUSES INCORPORATED BY FULL TEXT

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the [name of contracting agency(ies)] under Contract No. [Contracting agency(ies) contract number(s)].

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the [name of contracting agency(ies)].